



Notice of Service of Process

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Transmittal Number: 17048934
Date Processed: 08/23/2017

Primary Contact:	State Farm Enterprise SOP Corporation Service Company- Wilmington, DELAWARE 251 Little Falls Dr Wilmington, DE 19808-1674
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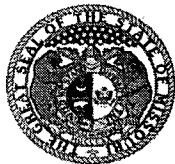
Entity:	State Farm Fire and Casualty Company Entity ID Number 3461650
Entity Served:	State Farm Fire and Casualty Company
Title of Action:	White Knight Diner, LLC vs. Arbitration Forums, Inc.
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	St. Louis City Circuit Court, Missouri
Case/Reference No:	1722-CC10901
Jurisdiction Served:	Missouri
Date Served on CSC:	08/22/2017
Answer or Appearance Due:	30 Days
Originally Served On:	MO Department of Insurance, Financial Institutions and Professional Registration on 08/16/2017
How Served:	Certified Mail
Sender Information:	Gonzalo Fernandez 314-621-3743

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

EXHIBIT C



MISSOURI DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS
AND PROFESSIONAL REGISTRATION
P.O. BOX 4001
301 W.HIGH ST. RM 530
JEFFERSON CITY, MO 65102

**REGULATORY FEE
INVOICE
FIRST NOTICE**

STATE FARM FIRE AND CASUALTY COMPANY
CSC LAWYERS INCORPORATING SERVICE COMPANY
221 BOLIVAR STREET
JEFFERSON CITY, MO 65101

Invoice Number: 201708RF00123
Invoice Date: 08/17/2017
Due Date: 09/16/2017
Ref. Number:
Contact Phone:

This invoice is a statement of the fees you owe under the insurance laws of this state. Fees incurred and payments received after the date of invoice are not reflected in this invoice. Failure to pay invoiced fees may subject you to owing double the amount of the fees shown, pursuant to section 374.240, RSMo 2000.

WHITE KNIGHT DINER V. STATE FARM FIRE AND CASUALTY COMPANY
ST. LOUIS CITY CIRCUIT COURT 1722-CC10901

PURSUANT TO SECTION 374-230 (8), FEE FOR ACCEPTING SERVICE OF PROCESS UPON YOUR COMPANY PLEASE RETURN THIS BILL WITH YOUR CHECK.'

INVOICE SOURCE	AMOUNT	ADJ	NET AMOUNT
SERVICE OF PROCESS	\$10.00		\$10.00
TOTAL:	\$10.00	\$0.00	\$10.00
TOTAL AMOUNT DUE:			\$10.00

Please contact the following individual(s) with questions:
SERVICE OF PROCESS LATIMK 573-751-2619

Please return a copy of this statement along with your payment for the total amount shown within 30 days to: DIFP-Insurance,
P.O. Box 4001, Jefferson City, MO 65102.

If you have any questions regarding payment of this invoice, please contact the Fiscal Services Section at (573) 751-4439.

State of Missouri

Department of Insurance, Financial Institutions and
Professional Registration



TO: Corporate Secretary (or United States Manager or Last Appointed General Agent) of

STATE FARM FIRE AND CASUALTY COMPANY
CSC LAWYERS INCORPORATING SERVICE COMPANY
221 BOLIVAR STREET
JEFFERSON CITY, MO 65101

RE: Court: St. Louis City Circuit Court, Case Number:1722-CC10901

You will take notice that original process in the suit against you, a copy of which is attached hereto and sent to you by certified mail, was duly served upon you at Jefferson City, Missouri, by serving the same on the Director of the Department of Insurance, Financial Institutions and Professional Registration of the state of Missouri, Dated at Jefferson City, Missouri this 16th day of August, 2017.

A handwritten signature in cursive script, reading "Chlorea Lindley Ingers". The signature is written in dark ink and is positioned above a horizontal line.

Director of Insurance, Financial Institutions
and Professional Registration



IN THE 22ND JUDICIAL CIRCUIT COURT, CITY OF ST LOUIS, MISSOURI

Judge or Division: JOAN L MORIARTY	Case Number: 1722-CC10901	Special Process Server 1
Plaintiff/Petitioner: WHITE KNIGHT DINER	Plaintiff's/Petitioner's Attorney/Address MICHAEL D STOKES 133 S 11TH ST SUITE 350 SAINT LOUIS, MO 63102	Special Process Server 2
Defendant/Respondent: ARBITRATION FORUMS, INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	Special Process Server 3
Nature of Suit: CC Declaratory Judgment	SOP RECEIPT DATE AUG 16 2017 (Date File Stamp)	

Summons in Civil Case

The State of Missouri to: STATE FARM FIRE AND CASUALTY COMPANY

Alias:

 DIRECTOR OF INSURANCE
 301 WEST HIGH STREET ROOM 530
 JEFFERSON CITY, MO 65101

 MO. DEPT OF INSURANCE,
 FINANCIAL INSTITUTIONS &
 PROFESSIONAL REGISTRATION
COLE COUNTY, MO

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

August 2, 2017

Date

 Thomas Kloppinger
 Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other _____

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	\$ _____
Supplemental Surcharge	\$ 10.00
Mileage	\$ _____ (_____ miles @ \$ _____ per mile)
Total	\$ _____

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

WHITE KNIGHT DINER, LLC)

INTERVENTIONAL PAIN)
INSTITUTE, LLC)

LARRY LEE HINDS)

KAREN FREINER)

WILLIAM WENDLING)

DR. ROBERT THOMURE, DDS)

KATHLEEN THOMURE)

JAY KIESEWETTER)

BARBARA MYERS)

VICTORIA MARTIN)

ON BEHALF OF THEMSELVES)
AND ALL OTHER PERSONS)
AND ENTITITES SIMILARLY)
SITUATED,)

Plaintiffs,)

Vs.)

ARBITRATION FORUMS, INC.)

Serve:)

3820 North Dace Boulevard)

Suite 200 A)

Tampa, FL 33624)

STATE FARM MUTUAL AUTOMOBILE)
INSURANCE COMPANY)

Serve:)

Director of Insurance)

301 West High Street)

Room 530)

Jefferson City, MO 65101)

Cause No.

STATE FARM FIRE AND CASUALTY)
COMPANY)
Serve:)
Director of Insurance)
301 West High Street)
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Jefferson City, MO 65101)

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ACUIITY INSURANCE COMPANY)
Serve:)
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301 West High Street)
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Jefferson City, MO 65101)

AAA INSURANCE COMPANY)
(A Missouri Insurance Company))
Serve:)
Director of Insurance)
301 West High Street)
Room 530)
Jefferson City, MO 65101)

Defendants.)

**VERIFIED PETITION IN EQUITY FOR DECLARATORY JUDGMENT,
COMPENSATORY DAMAGES AND EXEMPLARY DAMAGES**

COME NOW Plaintiffs and for their cause of action, on their behalf, and on behalf of all others similarly situated, against the above-named Defendants, and other entities not named, but similarly situated, state as follows:

1. Plaintiffs White Knight Diner, LLC and Interventional Pain Institute, LLC are Missouri Limited Liability Companies who, within the last five years, suffered damage to real property in Missouri as a result of the negligence of third party tortfeasors not named in this action.

2. Plaintiffs, William Wendling, Dr. Robert Thomure, DDS, Kathleen Thomure, Jay Kiesewetter, Barbara Myers, Victoria Martin, Larry Lee Hinds and Karen Freiner are residents of the State of Missouri who, within the last five years, suffered damage to personal property in Missouri as a result of the negligence of third party tortfeasors not named in this action.

3. That the aforementioned damage suffered by the aforementioned Plaintiffs was such that, even after repair, their property could not be restored to the value it had immediately prior to the event that caused the damage, and, as such, the "measure of damage" suffered by the Plaintiffs as a result of the negligence of the unnamed third party tortfeasors was the difference in the fair market value of the Plaintiffs' property immediately before and after the event causing damage.

4. Defendant State Farm Mutual Automobile Insurance Company is a foreign insurance company duly authorized and existing in accordance with Missouri Statute authorized to sell and process casualty and liability insurance in the State of Missouri.

5. Defendant State Farm Fire and Casualty Company is a foreign insurance company duly authorized and existing in accordance with Missouri Statute authorized to write, sell and process casualty and liability insurance in the State of Missouri.

6. Defendant Owners Insurance Company is a foreign insurance company duly authorized and existing in accordance with Missouri Statute authorized to write, sell and process casualty and liability insurance in the State of Missouri.

7. Defendant Safeco Insurance Company is a foreign insurance company duly authorized and existing in accordance with Missouri Statute authorized to write, sell and process casualty and liability insurance in the State of Missouri.

8. Defendant Zurich Insurance Company is a foreign insurance company duly authorized and existing in accordance with Missouri Statute authorized to write, sell and process casualty and liability insurance in the State of Missouri.

9. Defendant Acuity Insurance Company is a foreign insurance company duly authorized and existing in accordance with Missouri Statute authorized to write, sell and process casualty and liability insurance in the State of Missouri.

10. Defendant AAA Insurance Company is a Missouri Insurance company duly authorized and existing in accordance with Missouri Statute and, as such, writes, sells and processes casualty and liability insurance claims in the State of Missouri.

11. That all of the aforementioned defendants and insurance company have offices and/or agents located in the City of St. Louis.

12. That on or about April 14, 2015 plaintiff William Wendling, a resident of the City of St. Louis, was involved in a collision at the intersection of Arsenal Street and

McCausland Boulevard in the City of St. Louis were in his vehicle, which was covered by a policy of insurance issued by defendant Acuity Insurance Company, suffered damage.

13. That on or about March 30, 2016 plaintiff Dr. Robert Thomure and Kathleen Thomure, residents of the City of St. Louis, owned a vehicle which was covered by a policy of insurance issued by defendant State Farm Mutual Automobile Insurance Company, which vehicle was stolen on Manchester Rd. in the City of St. Louis and later sustained damaged.

14. That on or about March 15, 2015 plaintiff White Knight Diner LLC operated a restaurant in a building located in the City of St. Louis that was owned by plaintiff Karen Freiner and Lee Hinds and which was covered by a policy of insurance issued by defendant Owner's Insurance Company. On that date, the building sustained damage when it was collided with by a vehicle which was covered by a policy of insurance issued by defendant State Farm Mutual Automobile Insurance Company.

15. With the exception of the Defendant, Arbitration Forums, Inc., all of the named Defendants are insurance companies duly licensed and authorized to write liability and casualty insurance policies in the State of Missouri in accordance with Missouri Statute, statutes, regulations and case law.

16. With the exception of the Defendant, Arbitration Forums, Inc., all of the named Defendants issued policies of liability and casualty insurance either for the named Plaintiffs or to third party tortfeasors whose negligence caused damage to the named Plaintiffs' property.

17. With the exception of the Defendant, Arbitration Forums, Inc., all of the named Defendants paid or asserted unlawful "subrogation claims" without the knowledge or consent of their named insured.

18. In Missouri, a subrogation interest is equitable in nature and exists only as and between an insurance company and its named insured.

19. In Missouri, a property casualty insurer has no legal right to make a direct claim against an alleged tortfeasor or its liability insurer for reimbursement of any payments it made to its insured.

20. In Missouri, a subrogation claim does not accrue unless and until an insured recovers monies from or on behalf of the third party tortfeasor responsible for the insured's property loss.

21. In Missouri, an insured is not obligated to reimburse its property casualty insurer for payments that insurance company made to the insured under the insured's property and casualty insurance policy for an insured loss unless the amount received from or on behalf of a third party tortfeasor exceeds the value of the insured's "uninsured loss".

22. In Missouri, an insurance company asserting a subrogation claim against its insured must reduce that claim by its pro-rata share of the litigation expenses and attorney's fees incurred by the insured in the process of recovering funds from the third party tortfeasor responsible for the insured's loss.

23. Defendant, Arbitration Forums, Inc. is a not-for-profit corporate entity whose members include property casualty insurance companies and, as such, is in the business of arbitrating and mediating illegal and unlawful subrogation claims in the

State of Missouri. Those members include, but are not limited to, the named Defendants herein. That said arbitrations and mediations are done without the knowledge or consent of the named insureds of those casualty insurance companies.

24. All of the named Defendant property casualty insurance companies, after paying property damage claims to their named insureds, including the named Plaintiffs, and without the knowledge or consent of those insureds, presented unlawful and illegal "subrogation" claims, through Defendant Arbitration Forums, Inc., to other liability insurance companies covering liability claims for the third party tortfeasors responsible in negligence for the property damage loss suffered by each of the named Plaintiffs.

25. As a result of the aforementioned acts, each of the named Plaintiffs suffered a monetary loss and will in the future continue to suffer said monetary loss.

ALLEGATIONS COMMON TO THE CLASS

26. This action is brought pursuant to Missouri Supreme Court Rule 52.08 on behalf of the Plaintiffs and all similarly situated individuals consisting of:

- a) such persons who suffered a property damage loss as a result of the actions of alleged third party tortfeasors, and who were and are insureds of the named property and casualty insurance company Defendants;
- b) such persons whose property casualty insurers, following payment to their insureds for property loss, made unlawful and illegal "subrogation claims" directly against third party tortfeasors or their liability insurance companies; and
- c) such persons who have property damage claims pending against third party tortfeasors and who have had their property damage claim paid by their

property and casualty insurance company, which property and casualty insurance company has a "subrogation claim" pending with and through Defendant Arbitration Forums, Inc. in the State of Missouri.

27. The class is so numerous that joinder of all members of the class is impracticable as the number of putative class members are counted in the thousands. .

28. There are questions of law and fact common to the class, as each putative class member seeks an order from this court declaring that the Defendants "subrogation claims" made directly to third party tortfeasors or their insurers are unlawful and illegal in the State of Missouri.

29. The claims of representative Plaintiffs are typical of the claims of the class as each of their property casualty insurance companies have submitted or paid unlawful and illegal "subrogation claims" directed to third party tortfeasors or their insurers.

30. Plaintiffs will thoroughly and adequately protect all members of the putative class.

31. The prosecution of separate actions by or against individual members of the class would create the risk of incompatible standards of conduct for members of the class and the Defendants.

32. The prosecution of separate actions by or against individual members of the class would create the risk of adjudications which would, as a practical matter, be dispositive of the interest of other members not parties to the adjudications, or substantially incur and impede their ability to protect their interest.

33. The class action mechanism created by Missouri Supreme Court Rule 52.08 is a superior and more efficient method of addressing the issues contained herein promoting judicial economy as the named Plaintiffs and the putative class members cannot afford to litigate against Defendants individually, thereby making this class action the preferable method of disposing of said claims together, as opposed to piecemeal litigation.

34. All the named Defendants have acted on grounds generally applicable to the class, thereby making final declaratory judgment relief appropriate in this matter as Defendants have acted or refused to act on grounds generally applicable to the putative class.

35. The questions of law and fact common to the class predominate over any questions affecting only individual members and, therefore, a class action is superior to other available methods for the fair and efficient adjudication of this controversy, as the only core issue for this court to determine is whether the Defendants acted unlawfully and illegally in presenting "subrogation claims" to third party tortfeasors or their insurers.

COUNT I

COME NOW Plaintiffs, on their behalf and on behalf of all others similarly situated, and seek a declaratory judgment from this Court, and as a basis for said request, Plaintiffs state:

36. Plaintiffs incorporate by reference herein paragraphs 1 through 31 of this Petition.

37. Defendants collection and/or payment of any monies arising from a direct

"subrogation claim" against an alleged third party tortfeasor or its insurer seeking reimbursement of payments made to an insured by the Defendants is unlawful and illegal.

38. Defendants failure to reduce its "subrogation claim" against its insured by a pro-rata share of the insured's attorney's fees and expenses incurred in securing payment from a third party tortfeasor is unlawful.

39. Defendants presentation of a subrogation claim against its insured when the insured has not been fully compensated for its "uninsured loss" is unlawful.

WHEREFORE, Plaintiffs pray for an Order of this Court declaring that the actions of the aforementioned Defendants are unlawful and illegal, and preventing each of the named Defendants from all similar unlawful acts in the future.

COUNT II

COME NOW Plaintiffs, and for Count II of this Petition directed to each of the Defendants for unjust enrichment, state as follows:

40. Plaintiffs incorporate by reference herein paragraphs 1 through 31 of the Petition.

41. As a direct and proximate result of the aforementioned illegal and unlawful acts of each of the named Defendants, the Defendants have become unjustly enriched in receiving funds that they were not legally entitled to receive.

WHEREFORE, Plaintiffs pray for an Order of this Court requiring Defendants to disengage themselves of all unlawfully recovered funds.

COUNT III

COME NOW Plaintiffs, and for Count III of this Petition, claim compensatory damages from each of the named Defendants and, as a basis for said request, Plaintiffs state as follows:

42. Plaintiffs incorporate by reference herein paragraphs 1 through 31 of the Petition.

43. As a direct and proximate result of the unlawful and illegal actions of each of the named Defendants, Plaintiffs have been damaged in the following respects, to-wit:

- a) Plaintiffs have incurred an increase in their liability and casualty insurance rates;
- b) Plaintiffs have failed to receive the full amount of their "deductible" as that term is used and defined in the insurance policies issued by the named Defendants to the named Plaintiffs, and all others similarly situated;
- c) Plaintiffs have failed to receive funds for any legal expenses and costs incurred in recovering funds from third party tortfeasors;
- d) Defendants have interfered with the Plaintiffs' ability to present claims for damages.

WHEREFORE, for Count III of their Petition, Plaintiffs pray for compensatory damages on their behalf, and on behalf of all others similarly situated, against the Defendants, and all others similarly situated, together with Plaintiffs' costs herein expended.

COUNT IV

COME NOW Plaintiffs, on their behalf and on behalf of all other similarly situated, and for Count IV of this Petition, state as follows:

44. Plaintiffs incorporate by reference herein paragraphs 1 through 39 of the Petition.

45. That the conduct of Defendants as hereinbefore set out was willful, wanton and malicious, and done in conscious disregard of the rights of the Plaintiffs.

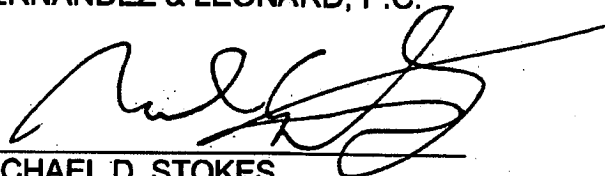
WHEREFORE, for Count IV of this Petition, Plaintiffs pray for exemplary damage on their behalf, and on behalf of all others similarly situated, against the Defendants, and all others similarly situated, together with Plaintiffs' costs herein expended.

DEVEREAUX, STOKES,
FERNANDEZ & LEONARD, P.C.

/s/ Gonzalo Fernandez

GONZALO FERNANDEZ
Attorney for Plaintiffs
133 South 11th Street, Suite 350
St. Louis, MO 63102
(314) 621-3743
Fax: (314) 621-5705

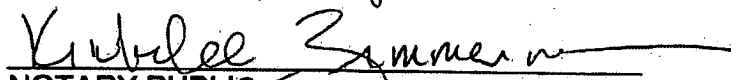
DEVEREAUX, STOKES,
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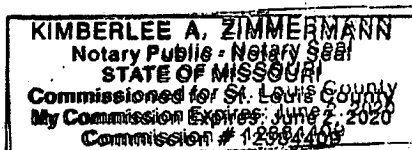
MICHAEL D. STOKES
Attorney for Plaintiffs
133 South 11th Street, Suite 350
St. Louis, MO 63102
(314) 621-3743
Fax: (314) 621-5705


KATHLEEN THOMURE

Subscribed and sworn to before this 27 day of July 2017.


NOTARY PUBLIC

My Commission Expires:



IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS
STATE OF MISSOURI

WHITE KNIGHT DINER, LLC)

INTERVENTIONAL PAIN)
INSTITUTE, LLC)

LARRY LEE HINDS)

KAREN FREINER)

WILLIAM WENDLING)

DR. ROBERT THOMURE, DDS)

KATHLEEN THOMURE)

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BARBARA MYERS)

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ON BEHALF OF THEMSELVES)
AND ALL OTHER PERSONS)
AND ENTITIES SIMILARLY)
SITUATED,)

Plaintiffs,)

Vs.)

ARBITRATION FORUMS, INC.)

Serve:)

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STATE FARM MUTUAL AUTOMOBILE)
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Cause No.

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AAA INSURANCE COMPANY)
(A Missouri Insurance Company))
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Jefferson City, MO 65101)

Defendants.)

**VERIFIED PETITION IN EQUITY FOR DECLARATORY JUDGMENT,
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1. Plaintiffs White Knight Diner, LLC and Interventional Pain Institute, LLC are Missouri Limited Liability Companies who, within the last five years, suffered damage to real property in Missouri as a result of the negligence of third party tortfeasors not named in this action.

2. Plaintiffs, William Wendling, Dr. Robert Thomure, DDS, Kathleen Thomure, Jay Kiesewetter, Barbara Myers, Victoria Martin, Larry Lee Hinds and Karen Freiner are residents of the State of Missouri who, within the last five years, suffered damage to personal property in Missouri as a result of the negligence of third party tortfeasors not named in this action.

3. That the aforementioned damage suffered by the aforementioned Plaintiffs was such that, even after repair, their property could not be restored to the value it had immediately prior to the event that caused the damage, and, as such, the "measure of damage" suffered by the Plaintiffs as a result of the negligence of the unnamed third party tortfeasors was the difference in the fair market value of the Plaintiffs' property immediately before and after the event causing damage.

4. Defendant State Farm Mutual Automobile Insurance Company is a foreign insurance company duly authorized and existing in accordance with Missouri Statute authorized to sell and process casualty and liability insurance in the State of Missouri.

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11. That all of the aforementioned defendants and insurance company have offices and/or agents located in the City of St. Louis.

12. That on or about April 14, 2015 plaintiff William Wendling, a resident of the City of St. Louis, was involved in a collision at the intersection of Arsenal Street and

McCausland Boulevard in the City of St. Louis were in his vehicle, which was covered by a policy of insurance issued by defendant Acuity Insurance Company, suffered damage.

13. That on or about March 30, 2016 plaintiff Dr. Robert Thomure and Kathleen Thomure, residents of the City of St. Louis, owned a vehicle which was covered by a policy of insurance issued by defendant State Farm Mutual Automobile Insurance Company, which vehicle was stolen on Manchester Rd. in the City of St. Louis and later sustained damaged.

14. That on or about March 15, 2015 plaintiff White Knight Diner LLC operated a restaurant in a building located in the City of St. Louis that was owned by plaintiff Karen Freiner and Lee Hinds and which was covered by a policy of insurance issued by defendant Owner's Insurance Company. On that date, the building sustained damage when it was collided with by a vehicle which was covered by a policy of insurance issued by defendant State Farm Mutual Automobile Insurance Company.

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21. In Missouri, an insured is not obligated to reimburse its property casualty insurer for payments that insurance company made to the insured under the insured's property and casualty insurance policy for an insured loss unless the amount received from or on behalf of a third party tortfeasor exceeds the value of the insured's "uninsured loss".

22. In Missouri, an insurance company asserting a subrogation claim against its insured must reduce that claim by its pro-rata share of the litigation expenses and attorney's fees incurred by the insured in the process of recovering funds from the third party tortfeasor responsible for the insured's loss.

23. Defendant, Arbitration Forums, Inc. is a not-for-profit corporate entity whose members include property casualty insurance companies and, as such, is in the business of arbitrating and mediating illegal and unlawful subrogation claims in the

State of Missouri. Those members include, but are not limited to, the named Defendants herein. That said arbitrations and mediations are done without the knowledge or consent of the named insureds of those casualty insurance companies.

24. All of the named Defendant property casualty insurance companies, after paying property damage claims to their named insureds, including the named Plaintiffs, and without the knowledge or consent of those insureds, presented unlawful and illegal "subrogation" claims, through Defendant Arbitration Forums, Inc., to other liability insurance companies covering liability claims for the third party tortfeasors responsible in negligence for the property damage loss suffered by each of the named Plaintiffs.

25. As a result of the aforementioned acts, each of the named Plaintiffs suffered a monetary loss and will in the future continue to suffer said monetary loss.

ALLEGATIONS COMMON TO THE CLASS

26. This action is brought pursuant to Missouri Supreme Court Rule 52.08 on behalf of the Plaintiffs and all similarly situated individuals consisting of:

- a) such persons who suffered a property damage loss as a result of the actions of alleged third party tortfeasors, and who were and are insureds of the named property and casualty insurance company Defendants;
- b) such persons whose property casualty insurers, following payment to their insureds for property loss, made unlawful and illegal "subrogation claims" directly against third party tortfeasors or their liability insurance companies; and
- c) such persons who have property damage claims pending against third party tortfeasors and who have had their property damage claim paid by their

property and casualty insurance company, which property and casualty insurance company has a "subrogation claim" pending with and through Defendant Arbitration Forums, Inc. in the State of Missouri.

27. The class is so numerous that joinder of all members of the class is impracticable as the number of putative class members are counted in the thousands.

28. There are questions of law and fact common to the class, as each putative class member seeks an order from this court declaring that the Defendants "subrogation claims" made directly to third party tortfeasors or their insurers are unlawful and illegal in the State of Missouri.

29. The claims of representative Plaintiffs are typical of the claims of the class as each of their property casualty insurance companies have submitted or paid unlawful and illegal "subrogation claims" directed to third party tortfeasors or their insurers.

30. Plaintiffs will thoroughly and adequately protect all members of the putative class.

31. The prosecution of separate actions by or against individual members of the class would create the risk of incompatible standards of conduct for members of the class and the Defendants.

32. The prosecution of separate actions by or against individual members of the class would create the risk of adjudications which would, as a practical matter, be dispositive of the interest of other members not parties to the adjudications, or substantially incur and impede their ability to protect their interest.

33. The class action mechanism created by Missouri Supreme Court Rule 52.08 is a superior and more efficient method of addressing the issues contained herein promoting judicial economy as the named Plaintiffs and the putative class members cannot afford to litigate against Defendants individually, thereby making this class action the preferable method of disposing of said claims together, as opposed to piecemeal litigation.

34. All the named Defendants have acted on grounds generally applicable to the class, thereby making final declaratory judgment relief appropriate in this matter as Defendants have acted or refused to act on grounds generally applicable to the putative class.

35. The questions of law and fact common to the class predominate over any questions affecting only individual members and, therefore, a class action is superior to other available methods for the fair and efficient adjudication of this controversy, as the only core issue for this court to determine is whether the Defendants acted unlawfully and illegally in presenting "subrogation claims" to third party tortfeasors or their insurers.

COUNT I

COME NOW Plaintiffs, on their behalf and on behalf of all others similarly situated, and seek a declaratory judgment from this Court, and as a basis for said request, Plaintiffs state:

36. Plaintiffs incorporate by reference herein paragraphs 1 through 31 of this Petition.

37. Defendants collection and/or payment of any monies arising from a direct

"subrogation claim" against an alleged third party tortfeasor or its insurer seeking reimbursement of payments made to an insured by the Defendants is unlawful and illegal.

38. Defendants failure to reduce its "subrogation claim" against its Insured by a pro-rata share of the insured's attorney's fees and expenses incurred in securing payment from a third party tortfeasor is unlawful.

39. Defendants presentation of a subrogation claim against its insured when the insured has not been fully compensated for its "uninsured loss" is unlawful.

WHEREFORE, Plaintiffs pray for an Order of this Court declaring that the actions of the aforementioned Defendants are unlawful and illegal, and preventing each of the named Defendants from all similar unlawful acts in the future.

COUNT II

COME NOW Plaintiffs, and for Count II of this Petition directed to each of the Defendants for unjust enrichment, state as follows:

40. Plaintiffs incorporate by reference herein paragraphs 1 through 31 of the Petition.

41. As a direct and proximate result of the aforementioned illegal and unlawful acts of each of the named Defendants, the Defendants have become unjustly enriched in receiving funds that they were not legally entitled to receive.

WHEREFORE, Plaintiffs pray for an Order of this Court requiring Defendants to disengage themselves of all unlawfully recovered funds.

COUNT III

COME NOW Plaintiffs, and for Count III of this Petition, claim compensatory damages from each of the named Defendants and, as a basis for said request, Plaintiffs state as follows:

42. Plaintiffs incorporate by reference herein paragraphs 1 through 31 of the Petition.

43. As a direct and proximate result of the unlawful and illegal actions of each of the named Defendants, Plaintiffs have been damaged in the following respects, to-wit:

- a) Plaintiffs have incurred an increase in their liability and casualty insurance rates;
- b) Plaintiffs have failed to receive the full amount of their "deductible" as that term is used and defined in the insurance policies issued by the named Defendants to the named Plaintiffs, and all others similarly situated;
- c) Plaintiffs have failed to receive funds for any legal expenses and costs incurred in recovering funds from third party tortfeasors;
- d) Defendants have interfered with the Plaintiffs' ability to present claims for damages.

WHEREFORE, for Count III of their Petition, Plaintiffs pray for compensatory damages on their behalf, and on behalf of all others similarly situated, against the Defendants, and all others similarly situated, together with Plaintiffs' costs herein expended.

COUNT IV

COME NOW Plaintiffs, on their behalf and on behalf of all other similarly situated, and for Count IV of this Petition, state as follows:

44. Plaintiffs incorporate by reference herein paragraphs 1 through 39 of the Petition.

45. That the conduct of Defendants as hereinbefore set out was willful, wanton and malicious, and done in conscious disregard of the rights of the Plaintiffs.

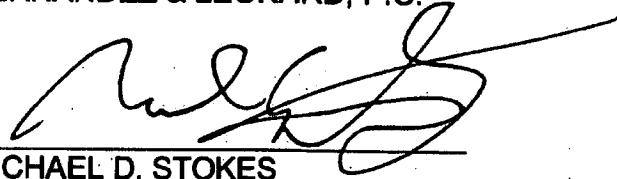
WHEREFORE, for Count IV of this Petition, Plaintiffs pray for exemplary damage on their behalf, and on behalf of all others similarly situated, against the Defendants, and all others similarly situated, together with Plaintiffs' costs herein expended.

DEVEREAUX, STOKES,
FERNANDEZ & LEONARD, P.C.

/s/ Gonzalo Fernandez

GONZALO FERNANDEZ
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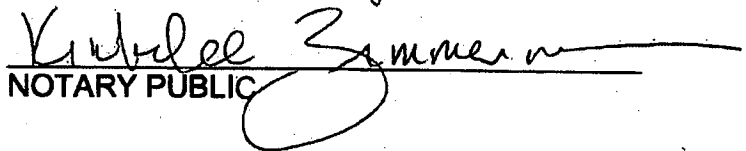
DEVEREAUX, STOKES,
FERNANDEZ & LEONARD, P.C.



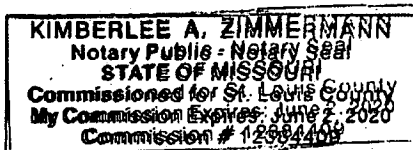
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KATHLEEN THOMURE

Subscribed and sworn to before this 27 day of July 2017.


NOTARY PUBLIC

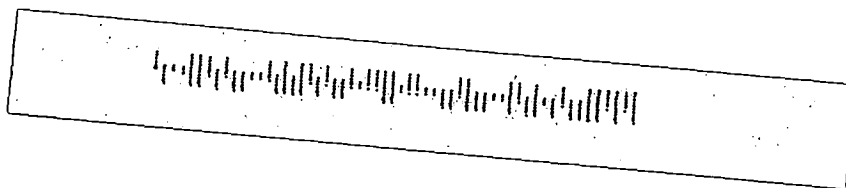
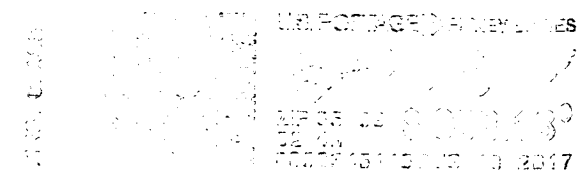
My Commission Expires:



MISSOURI DEPARTMENT OF INSURANCE, FINANCIAL
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MO 375-1796 (8-06)

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